

## **SECOND AMENDING AGREEMENT TO INTERCOMPANY LOAN AGREEMENT**

**THIS SECOND AMENDING AGREEMENT TO INTERCOMPANY LOAN AGREEMENT** (this “**Agreement**”) is made as of the 21<sup>st</sup> day of December, 2017.

### **BY AND AMONG**

- (1) **CCDQ COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP**, a limited partnership existing under the law of the Province of Ontario, whose registered office is at Box 48, Suite 5300, Toronto Dominion Bank Tower, Toronto, Ontario, M5K 1E6, acting by its managing general partner **CCDQ CB (LEGISLATIVE) MANAGING GP INC.** (referred to herein as the “**Guarantor**”); and
- (2) **FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC**, a financial services cooperative constituted under the laws of Quebec, whose executive office is at 1170 Peel Street, Suite 600, Montreal, Quebec, Canada, H3B 0B1, as the Issuer (referred to herein as the “**Issuer**”) and as the Cash Manager (hereinafter referred to as the “**Cash Manager**”).

**WHEREAS** the parties entered into an intercompany loan agreement made as of January 28, 2014, as amended by an amending agreement on August 24, 2016 (as amended, the “**Intercompany Loan Agreement**”);

**AND WHEREAS** the parties hereto have agreed to amend the Intercompany Loan Agreement pursuant to the terms of this Agreement in accordance with Section 12.7 of the Intercompany Loan Agreement and Section 3 of the Master Definitions and Construction Agreement;

**NOW THEREFORE IT IS HEREBY AGREED** that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

### **ARTICLE 1 – AMENDMENTS**

#### **1.01 Amendments**

(1) Sections 3.2.1 and 5.3 of the Intercompany Loan Agreement shall be amended by deleting the words, “True Balance” and replacing them with the words, “Outstanding Principal Balance” wherever they are used.

(2) The Intercompany Loan Agreement shall be amended by deleting the words, “LTV Adjusted True Balance” and “actual True Balance” wherever they are used in clause (i) of the defined term, “A” in section (b) of Schedule 2 and replacing them with, respectively, “LTV Adjusted Loan Balance” and “Outstanding Principal Balance”.

(3) The Intercompany Loan Agreement shall be amended by deleting the words, “Asset Percentage Adjusted True Balance” and “actual True Balance” wherever they are used in clause (ii) of the defined term, “A” in section (b) of Schedule 2 and replacing them with, respectively, “Asset Percentage Adjusted Loan Balance” and “Outstanding Principal Balance”.

## **ARTICLE 2 – MISCELLANEOUS**

### **2.01 Further Assurances**

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### **2.02 Other Amendments**

Except as expressly amended, modified and supplemented hereby, the provisions of the Intercompany Loan Agreement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Intercompany Loan Agreement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

### **2.03 Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

### **2.04 Interpretation**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Intercompany Loan Agreement (prior to its amendment hereby) and in the Master Definitions and Construction Agreement, dated as of January 28, 2014, as amended, supplemented or restated from time to time, made among, *inter alios*, the parties to the Intercompany Loan Agreement, as the context requires.


**[SIGNATURE PAGE FOLLOWS]**


IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

**CCDQ COVERED BOND  
(LEGISLATIVE) GUARANTOR  
LIMITED PARTNERSHIP** by its managing  
general partner, **CCDQ CB (LEGISLATIVE)  
MANAGING GP INC.**

Per:   
Name: Jacques Descôteaux  
Title: Secretary, Director

**FÉDÉRATION DES CAISSES  
DESJARDINS DU QUÉBEC**

Per:   
Name: Jacques Descôteaux  
Title: Chief Treasurer

Per:   
Name: Jean Blouin  
Title: Vice President, Funding